

# **EXHIBIT B**



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without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The failure of Barnes & Noble.com to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

#### **XVII. APPLICABLE LAW; JURISDICTION**

The Barnes & Noble.com Site is created and controlled by Barnes & Noble.com in the State of New York. The laws of the State of New York will govern the Terms of Use, without giving effect to any principles of conflicts of laws.

Each of Barnes & Noble.com and User agrees to submit to the nonexclusive personal jurisdiction of the courts located within New York County, New York and waives any objection to the laying of venue of any litigation in said courts.

#### **XVIII. DISPUTE RESOLUTION**

Any claim or controversy at law or equity that arises out of the Terms of Use, the Barnes & Noble.com Site or any Barnes & Noble.com Service (each a "Claim"), shall be resolved through binding arbitration conducted by telephone, online or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Alternatively, at Barnes & Noble.com's sole option, a Claim (including Claims for injunctive or other equitable relief) may be adjudicated by a court of competent jurisdiction located in New York County, New York.

Any Claim shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise.

You are solely responsible for your interactions with other Users. Barnes & Noble.com reserves the right, but has no obligation, to become involved in any way with disputes between you and other Users.

Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including but not limited to any claims, counterclaims, cross-claims, or third party claims) arising out of, under or in connection with these Terms of Use. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into these Terms of Use.

#### **XIX. DIGITAL MILLENNIUM COPYRIGHT ACT.**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Barnes & Noble.com, including Digital Content and User Created Content, infringe your copyright, you (or your agent) may send Barnes & Noble.com a notice requesting that the material be removed or access to it blocked. The notice must include the following information (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this website are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Barnes & Noble.com to locate the material on the Barnes & Noble.com Site; (d) the name, address, telephone number and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Barnes & Noble.com a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to this website should be sent to: Teresita Rodriguez, Director-Legal Affairs, Barnesandnoble.com LLC, 76 Ninth Avenue, New York, New York 10011, at [DMCANOTICE@Barnesandnoble.com](mailto:DMCANOTICE@Barnesandnoble.com). Barnes & Noble.com suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

#### **XX. ADDITIONAL TERMS AND CONDITIONS**

In addition to the policies and guidelines located throughout the Barnes & Noble.com Site, the following policies are incorporated into the Terms of Use:

- Copyright Policy: <http://www.barnesandnoble.com/include/copyright.asp> (also accessible via a link on the bottom of the Barnes & Noble.com Site pages)
- Privacy Policy: <http://www.barnesandnoble.com/help/cds2.asp?PID=25560> (also accessible via a link on the bottom of the Barnes & Noble.com Site pages)

**XXI. ACKNOWLEDGMENT**

The Terms of Use, including all documents referenced herein, represents the entire understanding between User and Barnes & Noble.com regarding User's relationship with Barnes & Noble.com and supersedes any prior statements or representations. Headings used in the Terms of Use are for reference only and shall not affect the meaning of any terms. "Including" means "including, without limitation."

**XXII. MODIFICATION**

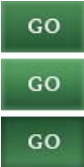
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